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City Council and County Commissioners Court

I am not here today seeking your help on my behalf. I am not seeking personal relief or remedy. I am not here to have anyone harassed or cause anyone to become subject to malicious prosecution.

However, I am here speaking to you about what, I believe, is a serious failure of City, County and State agencies to protect and defend the public's interests.

I believe any El Paso citizen is more at risk of being ripped-off by an unscrupulous contractor than they are of becoming a robbery, burglary, or car theft victim.

Some years ago City Representative Cook's father was a victim of an unscrupulous contractor. I don't know what his financial loss was, but it was substantial.

City Representative Cook had a bad experience with a contractor who took a partial payment up-front without starting the job and Representative Cook advanced the contractor more money even though the contractor was not fulfilling his agreement.

A Northeast businesswoman lost thousands because her contractor did not pay subcontractors.

A Northeast homeowner's contractor performed roof work poorly; costing him hundreds of dollars.

A West Side, eighty-year-old, disabled veteran's contractor so badly constructed an enclosed patio addition that the roof began to sag. The structure will have to be demolished. This retiree's loss; more than forty thousand dollars.

An eighty-four year old pensioner had her house re-roofed by a Roofing Contractor when, unknown to her, he was uninsured, not bonded and the permit had been issued to some other company.

A Northeast businessman has had unsatisfactory dealings with a contractor who re-roofed his property. The contractor was uninsured, was not bonded and the businessman did not know his contractor had another company obtain a permit.

My next comment is not intended to embarrass Representative Cook. I am only using his experience as an example. Representative Cook sought relief and he was provided remedy.

I too have suffered a significant loss.

A roof repair a contractor performed as part of the major re-construction of my home failed to support my weight.

When I contacted Building Services Department to obtain insurance and bond information I was informed the company I was dealing with did not have a permit for re-modeling the interior and exterior of my fire damaged home and furthermore this company was not insured nor bonded.

I immediately terminated the contractor for good cause. However, he produced an insurance policy issued to him as a similarly named company owner.

Within three days this gentleman filed a criminal complaint of Theft of Services against me, filed two Intents to File a Mechanic's Lien on my property, and attempted to file two civil suits against me; claiming I owed him in excess of nine thousand dollars.

While preparing a defense against these false allegations I discovered:

1. The contractor was not insured and was not bonded at the time he offered me his services.
2. This gentleman did not have a business banking account in the name of the company I had been writing checks to.
3. On or about March 13, 2002 this individual supposedly changed his company name and obtained insurance as a new DBA.
4. He did not file an assumed name change or a new assumed name with the County Clerk.
5. Building Services issued a permit to this gentleman without having supporting documents in file attesting to his satisfactory insurance and bond status.
6. On May 9, 2002 a supervisor in the permit department terminated this individual's permit privileges.
7. Building Services accepted, without having on file a certificate of Assumed Name, his representation that he was doing business under a new DBA company.
8. This gentleman did not file with the County an application for a new Assumed Name within 60 days as mandated by State Statute.
9. Between March 13, 2002 and May 29, 2003 this gentleman obtained permits issued to him as the owner of a non-registered DBA company.
10. This gentleman returned fifteen buckets of joint compound I bought from one materials dealer and obtained a refund as his. The refund check was made out to him personally.
11. This gentleman returned unused rolls of insulation I bought from another materials supplier and obtained another refund as his. This refund was in cash.
12. This gentleman billed me for work never performed, work he started but did not complete, falsely represented the cost of some services, and represented completed work as being to code when it was not.
13. This gentleman personally demanded a supplier to alter a French door assembly so severely the units structural integrity was destroyed.

Contracts and Warranties offer a consumer little protection because costly legal fees often exceed the financial loss experienced by consumers; consequently consumers seldom seek civil remedy.

More often than not consumers do not file a complaint with Building Services Enforcement Division, Police, City Attorney, County Attorney, District Attorney, Attorney General or the Better Business Bureau.

But when consumers do complain I can only assume nothing gets done.

In my case; this is what happened

When I notified, Terry Williams, Deputy Director Building Services, he took no action against this individual for performing work when he was not insured and not bonded.

When I personally notified Tom McQuirre, Building Services Enforcement Division of this individual performing work on permits issued to another company; he took no action.

Attorney General initially declined my complaint because his office does not act solely on the basis of one complaint.

My allegations of Deceptive Business Practices outlined in my criminal complaint filed with the Financial Crimes Section of the Police Department were not investigated.

County Attorney declined my criminal complaint of Deceptive Business Practices; saying [it] was a civil matter.

District Attorney declined my criminal complaint of theft; saying he could not prove intent and he could not find a jury who would convict.

City Prosecutor refused to take action; saying my complaint contained no violations of law that fell under his jurisdiction.

City Attorney in response to my letter of May 2003 did nothing more than pass it on to the very people who had already refused to take action.

Because of these outcomes I can state with confidence: when unlawful acts are reported, law enforcement, and prosecutors seem ill prepared and unwilling to thoroughly investigate or aggressively pursue prosecution.

Too many enforcement officials adopt the attitude that a consumer's stupidity is the real reason he or she got taken-in by a con artist.

As a result, unscrupulous contractors can fearlessly engage themselves in acts of deceptive business practices, fraud and theft.

City Representative Cook's father, a neighbor of mine, is not a stupid man.

City Representative Cook is not a stupid man.

The west-side old man is not stupid.

The elderly pensioner is not a stupid woman.

And neither are the two business operators stupid.

Any individual who has offered their services through advertisement, or by verbal or written contract when not insured and not bonded should be charged with and prosecuted for having committed an act of Deceptive Business Practice.

Any individual who provides a permit required service on a permit issued to any other person or company or a non-registered business name, without Building Services authorization, should be charged with and prosecuted for committing an act of Deceptive Business Practice.

Any individual who is discovered to have failed to register an assumed name within 60 days and who has conducted business for an extended period as an un-registered company should be dealt with as prescribed by State Statute.

I recently learned an individual advertised himself as a "Bonded and Insured Artisan Contractor" in a 2003 publication distributed on Fort Bliss property.

This individual placed the advertisement although he had not, at that time, filed his DBA with the County Clerk.

This individual continued doing business from March 13, 2003 until March 18, 2004 although he had neither insurance nor bond.

And he was uninsured and not bonded when he renewed his add in the Fort Bliss Rod and Gun Club's 2004 publication.

Fort Bliss Rod and Gun Club exists for the benefit of active duty military, retirees and their families.

Like all Morale, Welfare and Recreation activities established and maintained with subsidizing non-appropriated federal funds; Fort Bliss Rod and Gun Club's purpose is to help maintain a soldier's good morale, provide services to maintain his welfare, and help give soldiers access to wholesome, safe recreation.

In my opinion, any businessman or woman operating without a properly filed assumed name and is without insurance and bond has falsely advertised their product or service.

In my opinion, anyone who falsely advertises in a publication disseminated through a military Morale, Welfare and Recreation facility has purposefully targeted active duty military as his or her prospective victim.

State statute demands that any person doing business must file an assumed name within 60 days of the business's formation. Failure to file an assumed name is a civil offense; however, penalty upon conviction is a misdemeanor.

City ordinance says no individual shall obtain a permit in the name of another person or company without prior approval of Building Service's Director.

City ordinance says no individual will be authorized a construction permit unless the person or company files with Building Services a certificate of insurance and bond, or submits a copy of their insurance and bond policies containing the insurance carrier's 10 day notification of cancellation endorsement.

Individual consumer losses will end only when they are no longer denied those legal remedies our consumer protection laws address. Only when, State Statute and City Ordinances are strictly enforced. And; only when, responsible officials adopt a zero-tolerance attitude toward Traveler-like Scam operators.

I argue; because State statutes, and local ordinances are not strictly enforced; exploitation of consumers by contractor's committing acts of Deceptive Business Practices is among the most prevalent criminal activities being committed against El Paso consumers.

I argue; Prosecutor's who refuse to enforce specific statutes or ordinances, by their refusal, invalidate those statutes and ordinances.

I argue; Prosecutor's and our police Financial Crimes Department refuse to assign contractor acts of Deceptive Business Practices the importance of a convenience store "beer run".

In my opinion, any City or County official elected or appointed to a position of responsibility for organizing and regulating a well maintained society who refuses to prosecute offenders of State Statutes, and City Ordinances is a failed public defender.